

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321109

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
CENTIVE, INC.		10/24/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4439394	COMP CLOUD
Registration Number:	4461541	HIT QUOTA
Registration Number:	4436609	INCENT RIGHT
Registration Number:	3338095	INSPIRE PERFORMANCE
Registration Number:	4616879	INSPIRE PERFORMANCE
Registration Number:	4613953	X
Registration Number:	3336124	XACTLY
Serial Number:	86120699	XACTLY
Serial Number:	86375288	XACTLY INSIGHTS
Registration Number:	3300894	CENTIVE
Registration Number:	3134080	COMPEL
Registration Number:	3305531	

CORRESPONDENCE DATA

Fax Number: 8585506420

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.

Phone: 858-550-6403

Email: erin.obrien@cooley.com

Correspondent Name: Erin O'Brien

TRADEMARK

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 SVB

NAME OF SUBMITTER: Erin O'Brien

SIGNATURE: /Erin O'Brien/

DATE SIGNED: 10/24/2014

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and among SILICON VALLEY BANK ("Bank") and XACTLY CORPORATION, a Delaware corporation and CENTIVE, INC., a Delaware corporation (collectively, "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Mezzanine Loan and Security Agreement by and between Bank and Grantor dated as of October 24, 2014 (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor'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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS.]

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.

GRANTOR:

Address of Grantor:

225 West Santa Clara Street
San Jose, CA 95113

XACTLY CORPORATION

By: 
Title: President and Chief Executive Officer

CENTIVE, INC.

By: 
Title: President

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054

SILICON VALLEY BANK

By: _____
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.

GRANTOR:

Address of Grantor:

225 West Santa Clara Street
San Jose, CA 95113

XACTLY CORPORATION

By: _____
Title: _____

CENTIVE, INC.

By: _____
Title: _____

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054

SILICON VALLEY BANK

By: *Rich C*
Title: *Director*

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents (Xactly Corporation)

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

Trademarks

(Xactly Corporation)

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

(Centive, Inc.)

Trademark/ Service Mark	Application/ Registration Number	Application/ Registration Date
CENTIVE	Reg. No. 3300894	October 2, 2007
COMPEL	Reg. No. 3134080	August 22, 2006
Target with Carrot Design	Reg. No. 3305531	October 9, 2007

EXHIBIT D

Mask Works

None.