

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WF Fund IV Limited Partnership		08/31/2015	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Centive, Inc.		
Street Address:	225 West Santa Clara Street		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	CORPORATION: DELAWARE		
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:	6504936811		
<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:	650-461-6125		
Email:	qlu@wsgr.com		
Correspondent Name:	WSGR, c/o Qui Lu		
Address Line 1:	650 Page Mill Road		
Address Line 2:	FH2-1 P12		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	31919.030		
NAME OF SUBMITTER:	Qui Lu		

CH \$190.00 3338095

SIGNATURE:	/s/ Qui Lu
DATE SIGNED:	09/15/2015
Total Attachments: 3 source=Termination and Release of IP Security Agreement - Centive#page1.tif source=Termination and Release of IP Security Agreement - Centive#page2.tif source=Termination and Release of IP Security Agreement - Centive#page3.tif	

TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), dated as of August 31, 2015, is executed by WF FUND IV LIMITED PARTNERSHIP ("Lender"), in favor of CENTIVE, INC. ("Debtor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of May 31, 2013 (the "Security Agreement"), executed by Debtor in favor of Lender, Debtor granted to Lender a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on June 3, 2013, at Reel/Frame 5039/0539 to evidence the security interest granted under the Security Agreement.

C. Lender agrees to terminate and release its security interest in the IP Collateral specified below and to file this Termination with respect to such release of its security interest as herein provided.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby agrees as follows:

(a) Lender expressly terminates and releases all of Lender's right, title and interest in, to and under the following (collectively, the "IP Collateral"):

(i) all Trademarks and Trademark Licenses of the Debtor, including, without limitation, those set forth on Schedule I hereto;

(ii) all Patents and Patent Licenses of the Debtor; and

(iii) all income, royalties, proceeds and liabilities due or payable, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, except to the extent received by Lender prior to the date of this Termination in accordance with the terms of the Loan and Security Agreement.

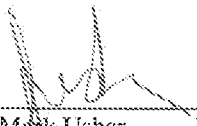
(b) Lender represents and warrants that it has the full power and authority to execute this Termination.

(c) Lender authorizes and requests the Trademark Division of the United States Patent and Trademark Office to record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Lender has executed and delivered this Termination as of the day and year first above written.

WF FUND IV LIMITED PARTNERSHIP



Name: Mark Usher
Title: Partner

SCHEDULE I
TO
TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT



Copyrights

None.

Patents

None.

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
Inspire Performance	3338095 / 77048956	11/21/2006
Centive	3300894 / 77048963	11/21/2006
 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	