

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408466

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACT-ON SOFTWARE, INC.		12/09/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PARTNERS FOR GROWTH IV, L.P.		
<b>Street Address:</b>	1660 TIBURON BLVD.		
<b>Internal Address:</b>	SUITE D		
<b>City:</b>	TIBURON		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94920		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4802129	ACT-ON	
<b>Registration Number:</b>	4797992	ACT-ON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4157385371		
<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>			
<b>Phone:</b>	4153813283		
<b>Email:</b>	ben@greenspan-law.com		
<b>Correspondent Name:</b>	Benjamin Greenspan		
<b>Address Line 1:</b>	620 Laguna Rd		
<b>Address Line 4:</b>	Mill Valley, CALIFORNIA 94941		
<b>NAME OF SUBMITTER:</b>	Benjamin Greenspan		
<b>SIGNATURE:</b>	/bg/		
<b>DATE SIGNED:</b>	12/10/2016		
<b>Total Attachments: 3</b>			
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OP \$65.00 4802129

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of December 9, 2016 ("Trademark Agreement"), is between Act-On Software, Inc., a Delaware corporation with its principal place of business at 121 SW Morrison, Suite 1600, Portland OR 97214 ("Assignor") and Partners for Growth IV, L.P., 1660 Tiburon Blvd., Suite D, Tiburon, CA 94920 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit I hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Act-On Software, Inc.

By \_\_\_\_\_

Chief Executive Officer

By   
Chief Financial Officer

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By \_\_\_\_\_

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

Title: Manager, Partners for Growth IV, LLC  
Its General Partner

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

**Assignor:**

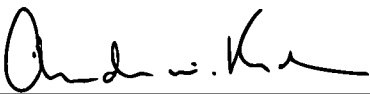
**Act-On Software, Inc.**

By \_\_\_\_\_  
**Chief Executive Officer**

By \_\_\_\_\_  
**Chief Financial Officer**

**Assignee:**

**PARTNERS FOR GROWTH IV, L.P.**

By  \_\_\_\_\_

Name: Andrew Kahn

Title: **Manager, Partners for Growth IV, LLC  
Its General Partner**

**EXHIBIT 1**  
**Act-On Software, Inc.**

**Trademark Schedule**

<b>Serial Number - Registration Number</b>	<b>Date</b>	<b>Mark</b>	<b>Owner</b>
App# A0047063; IR 1265964 (Australia)	12/16/2014	ACT-ON	Act-On Software, Inc.
App# 908805845 (Brazil)	12/23/2014	ACT-ON	Act-On Software, Inc.
App# 908806701 (Brazil)	12/23/2014	ACT-ON	Act-On Software, Inc.
App# 1708142 (Canada)	12/19/2014	ACT-ON	Act-On Software Inc.
App# A0047063; IR 1265964 (China)	12/16/2014	ACT-ON	Act-On Software, Inc.
App# A0047063; IR 1265964 (Colombia)	12/16/2014	ACT-ON	Act-On Software, Inc.
App# A0047063; IR 1265964 (EU)	12/16/2014	ACT-ON	Act-On Software, Inc.
App# 303241250 (Hong Kong)	12/18/2014	ACT-ON	Act-On Software, Inc.
App# A0047063; IR 1265964 (India)	12/16/2014	ACT-ON	Act-On Software, Inc.
App# A0047063; IR 1265964 (Israel)	12/16/2014	ACT-ON	Act-On Software, Inc.
App# A0047063; IR 1265964 (Japan)	12/16/2014	ACT-ON	Act-On Software, inc.
App# A0047063; IR 1265964 (Mexico)	12/16/2014	ACT-ON	Act-On Software, Inc.
App# A0047063; IR 1265964 (New Zealand)	12/16/2014	ACT-ON	Act-On Software, Inc.
App# A0047063; IR 1265964 (Norway)	12/16/2014	ACT-ON	Act-On Software, Inc.
App# A0047063; IR 1265964 (Philippines)	12/16/2014	ACT-ON	Act-On Software, Inc.
App# A0047063; IR 1265964 (Russia)	12/16/2014	ACT-ON	Act-On Software, Inc.
App#: A0047063; IR 1265964 (Singapore)	12/16/2014	ACT-ON	Act-On Software, Inc.
App# A0047063; IR 1265964 (South Korea)	12/16/2014	ACT-ON	Act-On Software, Inc.
App# A0047063; IR 1265964 (Switzerland)	12/16/2014	ACT-ON	Act-On Software, Inc.
4802129 (United States)	9/1/2015	ACT-ON	Act-On Software, Inc.
App# A0047063; IR 1265964 (WIPO - Madrid Agreement/Protocol)	12/16/2014	ACT-ON	Act-On Software Inc.
4797992 (United States)	8/25/2015	ACT-ON (and design)	Act-On Software, Inc.