

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433843

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Swiftpage, Inc.		06/30/2017	Corporation: DELAWARE
Swiftpage Act! LLC		06/30/2017	Limited Liability Company: COLORADO
SalesLogix, N.A., LLC		06/30/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Level SC - Swiftpage, LLC		
<b>Street Address:</b>	140 East 45th Street		
<b>Internal Address:</b>	39th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1548079	ACT!	
<b>Registration Number:</b>	4818824	ACT! CLOUD	
<b>Registration Number:</b>	3695723	SWIFTPAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2132897727		
<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>	213 426 2623		
<b>Email:</b>	MEASON@GOODWINLAW.COM		
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP/Michele Eason		
<b>Address Line 1:</b>	601 S. Figueroa St., 41st Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>NAME OF SUBMITTER:</b>	Michele A. Eason		
<b>SIGNATURE:</b>	/s/ Michele A. Eason		
<b>DATE SIGNED:</b>	07/05/2017		

OP \$90.00 1548079

**Total Attachments: 10**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(Copyrights, Patents and Trademarks)**

This Intellectual Property Security Agreement (Copyrights, Patents and Trademarks) (this “**Agreement**”), dated as of **June 30, 2017**, is made by and among SWIFTPAGE, INC., a Delaware corporation (“**Borrower**”), SWIFTPAGE ACT! LLC, a Colorado limited liability company (“**Swiftpage Act!**”), SALESLOGIX, N.A., LLC., a Delaware limited liability company (“**SalesLogix**” and together with Borrower and Swiftpage Act!, collectively, the “**Debtors**” and each individually, a “**Debtor**”), and LEVEL SC - SWIFTPAGE, LLC (“**Secured Party**”), having a business location at the address set forth below next to its signature.

Recitals

Debtors, as loan parties, and Secured Party, as lender, are parties to a Loan Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the “**Loan Agreement**”), setting forth the terms on which Secured Party, as lender, may now or hereafter extend credit to or for the account of Debtors.

As a condition to extending credit to or for the account of Debtors, Secured Party has required the execution and delivery of this Agreement by Debtors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“**Copyrights**” means all of each Debtor’s right, title and interest in and to any and all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, including (i) the copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications listed on Exhibit A attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable thereunder, licenses thereof, or with respect thereto, (iv) the right to sue for past, present and future infringements or dilutions thereof and (v) all of each Debtor’s rights corresponding thereto throughout the world.

“**Patents**” means all of each Debtor’s right, title and interest in and to any and all patents and patent applications, including (i) the patents and patent applications listed on Exhibit B attached hereto, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof and (v) all of each Debtor’s rights corresponding thereto throughout the world.

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of each Debtor’s right, title and interest in and to any and all trademarks, trade names, registered trademarks, trademark applications (excluding any “intent-to-use” application), service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark

applications listed on Exhibit C attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Debtor's business symbolized by the foregoing or connected therewith and (vi) all of each Debtor's rights corresponding thereto throughout the world.

2. **Security Interest.** Each Debtor hereby grants Secured Party a security interest (the "**Security Interest**") in the Copyrights, Patents and Trademarks to secure payment of the Obligations.

3. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Copyrights, Patents and Trademarks are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. **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 agreement. 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.


5. **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.

6. **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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).


*Signature page follows*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

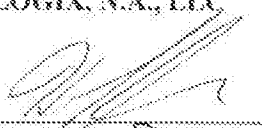
SWIFTPAGE, INC.

By:   
Name: H. John Dechete  
Title: CEO / President

SWIFTPAGE ACT! LLC

By:   
Name: H. John Dechete  
Title: CEO / President

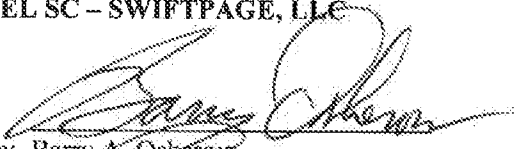
SALESLOGIX, N.A., LLC

By:   
Name: H. John Dechete  
Title: CEO / President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Level SC - Swiftpage, LLC  
Two Grand Central Tower  
140 East 45th Street, 39th Floor  
New York, NY 10017  
Attention: Barry A. Osherow  
Email: bosherow@levelequity.com

LEVEL SC - SWIFTPAGE, LLC

By:   
Name: Barry A. Osherow  
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 006098 FRAME: 0741

**Exhibit A**

**UNITED STATES ISSUED COPYRIGHTS**

NONE.

**REGISTRATIONS; COPYRIGHT APPLICATIONS**

<u>Debtor</u>	<u>Copyright Title</u>	<u>Copyright Registration Number</u>
Swiftpage Act!	Sage ACT! 2013 Professional and Sage ACT! 2013 Premium	TX8212403
	Sage ACT! 2012 Professional and Safe ACT! 2012 Premium	TX8212411
	ACT! by Sage 11.0 accounting link conversion	TX6925884
	ACT! by Sage 11.0 activity manager	TX6925893
	ACT! by Sage 11.0 alarms	TX6925896
	ACT! by Sage 11.0 application	TX6925881
	ACT! by Sage 11.0 autofill	TX6925899
	ACT! by Sage 11.0 availability	TX6925903
	ACT! by Sage 11.0 calendar view	TX6925937
	ACT! by Sage 11.0 company detail view	TX6925994
	ACT! by Sage 11.0 contacts	TX6925990
	ACT! by Sage 11.0 correspondence manager	TX6925957
	ACT! by Sage 11.0 dashboard	TX6925966
	ACT! by Sage 11.0 database manager	TX6925987
	ACT! by Sage 11.0 devices	TX6925889
	ACT! by Sage 11.0 devices conduit	TX6927188
	ACT! by Sage 11.0 email manager	TX6926011

	ACT! by Sage 11.0 fax manager	TX6926235
	ACT! by Sage 11.0 field operations	TX6926237
	ACT! by Sage 11.0 for real estate	TX6926189
	ACT! by Sage 11.0 groups	TX6926238
	ACT! by Sage 11.0 history	TX6926013
	ACT! by Sage 11.0 import/export	TX6926233
	ACT! by Sage 11.0 internet services	TX6926234
	ACT! by Sage 11.0 layout designer	TX6926239
	ACT! by Sage 11.0 macro manager	TX6926241
	ACT! by Sage 11.0 maintenance manager	TX6926243
	ACT! by Sage 11.0 opportunities	TX6926244
	ACT! by Sage 11.0 outlook integration	TX6926272
	ACT! by Sage 11.0 palm link	TX6926878
	ACT! by Sage 11.0 plug-in manager	TX6926275
	ACT! by Sage 11.0 plugin adapter	TX6926887
	ACT! by Sage 11.0 print	TX6926266
	ACT! by Sage 11.0 report designer	TX6926288
	ACT! by Sage 11.0 security	TX6926294
	ACT! by Sage 11.0 simple RTF dialog	TX6925933
	ACT! by Sage 11.0 spelling	TX6926297
	ACT! by Sage 11.0 startup wizard	TX6926866
	ACT! by Sage 11.0 synchronization manager	TX6926872
	ACT! by Sage 11.0 TAPI manager	TX6926878
	ACT! by Sage 11.0 update host	TX6926880



	ACT! by Sage 11.0 word processor manager	TX6927184
	ACT! by Sage 11.0 for Palm OS 3.0	TX6902712
	ACT! for Palm OS 2.0	TX6380473
	Sage ACT! 2011 professional and Sage ACT! 2011 premium	TX7352176
	act.com website	TXu1154121
	ACT! 1.0	TX4106862
	ACT! 1.1	TX4035524
	ACT! 2.0	TX4035525
	ACT! 4.0	TX4852307
	ACT!: v.3.0 for Windows 95	TX4571611

**FOREIGN ISSUED COPYRIGHTS; FOREIGN APPLICATIONS FOR COPYRIGHTS**

NONE.

**Exhibit B**

**UNITED STATES ISSUED PATENTS; PATENT APPLICATIONS**

<u>Debtor</u>	<u>Patent Number</u>	<u>Patent Application Number</u>	<u>Date Patent Issue</u>	<u>Date Patent Applied</u>
Swiftpage Act!	9,483,307	14/450,079	November 1, 2016	August 1, 2014

**FOREIGN ISSUED PATENTS; FOREIGN APPLICATIONS FOR PATENTS**

NONE.

**Exhibit C**

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS**

**REGISTRATIONS**

<u>Debtor</u>	<u>Mark</u>	<u>Registration/</u> <u>Application</u> <u>Number</u>	<u>Registration/</u> <u>Application</u> <u>Date</u>
Swiftpage Act!	ACT!	Ser. No. 73763451  Reg. No. 1548079	November 14, 1988  July 18, 1989
Swiftpage Act!	ACT! CLOUD	Ser. No. 86219592  Reg. No. 4818824	March 12, 2014  September 22, 2015
Swiftpage, Inc.	SWIFTPAGE	Ser. No.  Reg. No. 3695723	October 13, 2009

**TRADEMARK APPLICATIONS; COLLECTIVE MEMBERSHIP MARKS; SUPPLEMENTAL REGISTERED MARKS; UNREGISTERED MARKS MATERIAL TO BUSINESS**

NONE.

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS; FOREIGN APPLICATIONS FOR TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS**

<u>Debtor</u>	<u>Mark</u>	<u>Country</u>	<u>Application/</u> <u>Registration</u> <u>No.</u>	<u>International</u> <u>Classes)</u>	<u>Original</u> <u>Registration Date</u>
Swiftpage Act!		IRELAND	823894		November 21, 2013
		INTERNAL REGISTRATI ON	823894		November 21, 2013

	CHINA	16502919		August 14, 2016
	EU	013242359		February 2, 2015
	INDIA	2808154		September 12, 2014 (Application Date)
	RUSSIA	568008		March 16, 2016