

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435230

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WF Fund IV Limited Partnership		07/14/2017	Limited Partnership:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xactly Corporation		
<b>Street Address:</b>	300 Park Avenue, Suite 1700		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95110		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86375288	XACTLY INSIGHTS	
<b>Registration Number:</b>	4613953	X	
<b>Registration Number:</b>	4616879	INSPIRE PERFORMANCE	
<b>Registration Number:</b>	4619920	XACTLY	
<b>Registration Number:</b>	4436609	INCENT RIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	6504616125		
<b>Email:</b>	qlu@wsgr.com		
<b>Correspondent Name:</b>	WSGR, C/O QUI LU, SENIOR PARALEGAL		
<b>Address Line 1:</b>	ONE MARKET, SPEAR TOWER, SUITE 3300		
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	31919.039		
<b>NAME OF SUBMITTER:</b>	Qui Lu		
<b>SIGNATURE:</b>	/Qui Lu/		
<b>DATE SIGNED:</b>	07/14/2017		

CH \$140.00 86375288

**Total Attachments: 6**

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**TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of Intellectual Property Security Agreement (this "Termination"), dated as of July 14, 2017, is executed by WF FUND IV LIMITED PARTNERSHIP ("Lender"), in favor of XACTLY CORPORATION, a Delaware corporation ("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 Agreements (defined below).

**RECITALS**

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

B. Pursuant to that certain Amended and Restated Intellectual Property Security Agreement, dated as of October 24, 2014 (as amended, the "AR Security Agreement" and together with Security Agreement, the "Security Agreements"), by and between Debtor and Lender, Debtor granted to Lender a security interest in the IP Collateral.

C. The Security Agreements were recorded with the Trademark Division of the United States Patent and Trademark Office on January 15, 2014, at Reel/Frame 5193/0746, and on October 24, 2014, at Reel/Frame 5387/0153 to evidence the security interest granted under the Security Agreements

D. The Security Agreements were recorded with the Patent Division of the United States Patent and Trademark Office on October 24, 2014, at Reel/Frame 034027/0479 to evidence the security interest granted under the Security Agreements.

E. Lender agrees to execute this Termination in order to evidence the termination and release of its security interest in the IP Collateral specified below.

**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) 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.


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

(c) Lender authorizes and requests the patent and trademark divisions of the United States Patent and Trademark Office, and the United States Copyright 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**

By:   
Name: Mark Weber  
Title: Partner

*[Termination and Release of Intellectual Property Security Agreement]*

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
Consistent Updating of Data Storage Units Using Tenant Specific Update Policies	14/177,121	02/10/2014
Partitioning Data Stores Using Tenant Specific Partitioning Strategies	61/969,081	03/21/2014

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
XACTLY INSIGHTS	86/375,288	08/22/2014
X	4,613,953	09/30/2014
INSPIRE PERFORMANCE	4,616,879	10/07/2014
XACTLY	4,619,920	10/14/2014
INCENT RIGHT	4,436,609	11/19/2013