

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xactly Corporation		07/31/2017	Corporation: DELAWARE
Centive, Inc.		07/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Middle Market Lending Corp.		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3300894	CENTIVE	
Registration Number:	3305531		
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	
Registration Number:	4619920	XACTLY	
Serial Number:	86375288	XACTLY INSIGHTS	
Serial Number:	86827161	XACTLY CONNECT	
Serial Number:	86840228	XACTLY INSPIRE	
Serial Number:	87132059	XACTLY	
Serial Number:	87351818	COMPCLOUD	
Serial Number:	87437220	XACTLY SIMPLYCOMP	
CORRESPONDENCE DATA			

CH \$415.00 3300894

Fax Number:

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: 212.326.8335
Email: jnogueras@jonesday.com, kbaird@jonesday.com
Correspondent Name: John J. Nogueras
Address Line 1: 250 VESEY STREET
Address Line 4: NEW YORK, NEW YORK 10281

ATTORNEY DOCKET NUMBER:	916074-765030
NAME OF SUBMITTER:	John J. Nogueras
SIGNATURE:	/John J. Nogueras/
DATE SIGNED:	08/30/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of July 31, 2017 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Goldman Sachs Middle Market Lending Corp., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Xactly Corporation, a Delaware corporation (the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

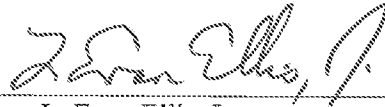
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

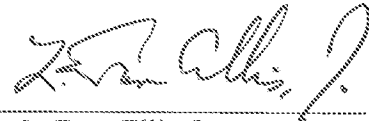
XACTLY CORPORATION,
as Pledgor

By: 

Name: L. Evan Ellis, Jr.

Title: President and Chief Operating Officer

CENTIVE, INC.,
as Pledgor

By: 

Name: L. Evan Ellis, Jr.

Title: Vice President and Secretary

Accepted and Agreed:

GOLDMAN SACHS MIDDLE MARKET LENDING CORP.,
as Collateral Agent

By: 

Name: Brendan McGovern

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006141 FRAME: 0678

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Trademark	Jurisdiction	Reg. Number	Reg. Date	Status	Owner
CENTIVE	U.S. Federal	3300894	10/2/2007	Registered	Centive, Inc.
Design Only	U.S. Federal	3305531	10/9/2007	Registered	Centive, Inc.
COMP CLOUD	U.S. Federal	4439394	11/26/2013	Registered	Xactly Corporation
HIT QUOTA	U.S. Federal	4461541	1/7/2014	Registered	Xactly Corporation
INCENT RIGHT	U.S. Federal	4436609	11/19/2013	Registered	Xactly Corporation
INSPIRE PERFORMANCE	U.S. Federal	3338095	11/20/2007	Registered	Xactly Corporation
INSPIRE PERFORMANCE	U.S. Federal	4616879	10/7/2014	Registered	Xactly Corporation
X	U.S. Federal	4613953	9/30/2014	Registered	Xactly Corporation
XACTLY	U.S. Federal	3336124	11/13/2007	Registered	Xactly Corporation
XACTLY	U.S. Federal	4619920	10/14/2014	Registered	Xactly Corporation
XACTLY	Canada	TMA957208	12/5/2016	Registered	Xactly Corporation
XACTLY	EU	4605002	10/3/2006	Registered	Xactly Corporation
INCENT RIGHT	EU	12330072	4/21/2014	Registered	Xactly Corporation
XACTLY	EU	12338174	4/22/2014	Registered	Xactly Corporation
X	EU	12615779	7/11/2014	Registered	Xactly Corporation
XACTLY INSIGHTS	EU	13200531	12/4/2015	Registered	Xactly Corporation
XACTLY	International Register	1219676	4/15/2014	Registered	Xactly Corporation
Xactly	International Register	1341464	12/14/2016	Registered	Xactly Corporation

United States Trademark Applications:

Trademark	Jurisdiction	Application Serial Number	Filing Date	Status	Owner
XACTLY INSIGHTS	U.S. Federal	86375288	8/22/2014	Pending ITU	Xactly Corporation
XACTLY CONNECT	U.S. Federal	86827161	11/20/2015	Pending ITU	Xactly Corporation
XACTLY INSPIRE	U.S. Federal	86840228	12/4/2015	Pending ITU	Xactly Corporation
XACTLY	U.S. Federal	87132059	8/9/2016	Pending ITU	Xactly Corporation
COMPCLOUD	U.S. Federal	87351818	2/27/2017	Pending	Xactly Corporation
XACTLY SIMPLYCOMP	U.S. Federal	87437220	5/4/2017	Pending ITU	Xactly Corporation