

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449632

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Xactly Corporation | | 10/19/2017 | 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: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3817322 | ALIGNSTAR ONLINE | |
| Registration Number: | 3601182 | TERRITORY EXPERT | |
| Registration Number: | 3243700 | SALESADVANTAGE | |
| Registration Number: | 2548454 | ALIGNSTAR | |
| Registration Number: | 2311473 | BATCHMAP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 212.326.3661 | | |
| Email: | mkobb@jonesday.com, kbaird@jonesday.com | | |
| Correspondent Name: | Michael Kobb | | |
| Address Line 1: | 250 Vesey Street | | |
| Address Line 4: | NEW YORK, NEW YORK 10281 | | |
| ATTORNEY DOCKET NUMBER: | 916074-765030 | | |
| NAME OF SUBMITTER: | Michael Kobb | | |
| SIGNATURE: | /Michael Kobb/ | | |
| DATE SIGNED: | 11/03/2017 | | |
| Total Attachments: 5 | | | |

CH \$140.00 3817322

source=Trademark Security Agreement (Xactly-assigned from TTG)#page1.tif
source=Trademark Security Agreement (Xactly-assigned from TTG)#page2.tif
source=Trademark Security Agreement (Xactly-assigned from TTG)#page3.tif
source=Trademark Security Agreement (Xactly-assigned from TTG)#page4.tif
source=Trademark Security Agreement (Xactly-assigned from TTG)#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of October 19, 2017 (this "Trademark Security Agreement"), is made by the signatory hereto listed under "Pledgor" (the "Pledgor"), 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 Pledgor is 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 Pledgor is 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, the 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. The 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 Pledgor hereby acknowledges and affirms 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. The 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.

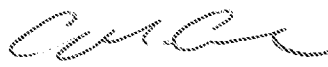
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the 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.

PLEDGOR:

XACTLY CORPORATION

By: 

Name: Chris W. Cabrera

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

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: 006195 FRAME: 0980

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

| Title | Jurisdiction | Serial Number/ Reg. Number | Filing Date/ Reg. Date | Status | Owner |
|------------------|--------------|-------------------------------|-----------------------------|-------------------------|--------------------|
| ALIGNSTAR ONLINE | U.S. Federal | 77875423/ 3817322 | 18-NOV-2009/ 13-JUL-2010 | REGISTERED | Xactly Corporation |
| TERRITORY EXPERT | U.S. Federal | 77396899/ 3601182 | 14-FEB-2008/ 07-APR-2009 | REGISTERED | Xactly Corporation |
| SALESADVANTAGE | U.S. Federal | 78660017/ 3243700 | 28-JUN-2005/ 22-MAY-2007 | REGISTERED | Xactly Corporation |
| ALIGNSTAR | U.S. Federal | 76122981/ 2548454 | 05-SEP-2000/ 12-MAR-2002 | RENEWED (REGISTERED) | Xactly Corporation |
| BATCHMAP | U.S. Federal | 75596302/ 2311473 | 27-NOV-1998/ 25-JAN-2000 | RENEWED (REGISTERED) | Xactly Corporation |

United States Trademark Applications:

None.