

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VENTURE LENDING & LEASING III, INC.		07/11/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	ADAPTIVE INSIGHTS, INC. (FORMERLY KNOWN AS ADAPTIVE PLANNING, INC.)		
Street Address:	3350 W. BAYSHORE ROAD		
Internal Address:	SUITE 200		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3230480	ADAPTIVE PLANNING	
Registration Number:	3230481	ADAPTIVE PLANNING	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	303741-100 Adaptive		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	03/06/2018		
Total Attachments: 6			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the “Release”) is dated as of July 11, 2017 by VENTURE LENDING & LEASING III, INC. (the “Secured Party”), for the benefit of ADAPTIVE INSIGHTS, INC. (formerly known as Adaptive Planning, Inc.) (the “Grantor”).

WHEREAS, the Grantor entered into that certain Loan and Security Agreement, dated as of November 24, 2003, with the Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Loan Agreement”);

WHEREAS, the Grantor entered into that certain Intellectual Property Security Agreement, dated as of November 24, 2003, with the Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “IP Security Agreement”), pursuant to which the Grantor granted to the Secured Party security interests in:

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A of the IP Security Agreement (collectively, the “Copyrights”);

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B of the IP Security Agreement (collectively, the “Patents”);

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with

and symbolized by such trademarks, including without limitation those set forth on Exhibit C of the IP Security Agreement (collectively, the “Trademarks”);

(d) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

WHEREAS, the Secured Party recorded with the United States Patent & Trademark Office (the “USPTO”) notices of security interests in the Patents and Trademarks; and

WHEREAS, the Grantor has paid all outstanding amounts currently owing under the Loan Agreement and the other financing documents executed in connection therewith and have requested that the Secured Party release its security interest in the Copyrights, Patents and Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party agrees as follows:

1. Release of Security Interest. The Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests and liens in the Copyrights, Patents and Trademarks granted by the Grantor, and agrees and acknowledges that all of the rights and interests of the Secured Party to the Copyrights, Patents and Trademarks are hereby terminated and released.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Grantor with the USPTO or Library of Congress, Copyright Office, as applicable.

3. Further Actions. The Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to such Grantor and the cost and expense of such documents and actions shall be borne solely by sole Grantor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement and/or the IP Security Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed by its duly authorized officer as of the date first written above.

VENTURE LENDING & LEASING VIII, INC.

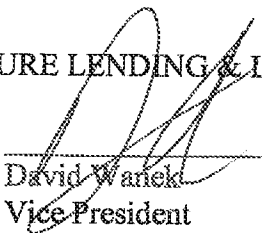
By: 
Name: David Wanek
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>U.S. Registration Number</u>	<u>Application Date</u>
ADAPTIVE PLANNING	3230480	April 17, 2007
ADAPTIVE PLANNING	3230481	April 17, 2007