

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475363

<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>
CIBC BANK USA	FORMERLY THE PRIVATE BANK AND TRUST COMPANY	05/17/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SWIFTPAGE, INC.		
<b>Street Address:</b>	621 17th Street, Suite 500		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80293		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	SWIFTPAGE ACT! LLC		
<b>Street Address:</b>	621 17th Street, Suite 500		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80293		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 2</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>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9197814865		
<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>	919.783.4842		
<b>Email:</b>	ip@wyrick.com		
<b>Correspondent Name:</b>	DEVON E. WHITE		
<b>Address Line 1:</b>	4101 Lake Boone Trail, Suite 300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27607		
<b>NAME OF SUBMITTER:</b>	Devon E. White		

OP \$65.00 1548079

<b>SIGNATURE:</b>	/dew/
<b>DATE SIGNED:</b>	05/24/2018
<b>Total Attachments: 4</b> source=CIBC Exec - Trademark 2 Release 5.17.18#page1.tif source=CIBC Exec - Trademark 2 Release 5.17.18#page2.tif source=CIBC Exec - Trademark 2 Release 5.17.18#page3.tif source=CIBC Exec - Trademark 2 Release 5.17.18#page4.tif	

## RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release"), is made and effective as May \_\_\_\_, 2018 and granted by CIBC BANK USA (formerly known as THE PRIVATEBANK AND TRUST COMPANY), a national banking association, organized under the laws of the United States, located at 70 West Madison, Suite 200, Chicago, Illinois 60602, and its successors, legal representatives and assignees (the "Secured Party").

WHEREAS, SWIFTPAGE, INC. (the "Borrower") entered into a Loan and Security Agreement, dated on or around April 10, 2017 (the "Loan Agreement"), with the Secured Party;

WHEREAS, SWIFTPAGE ACT! LLC (the "Company") is a wholly owned, domestic subsidiary of the Borrower.

WHEREAS, in connection with the Loan Agreement, the Company executed the Trademark Security Agreement, dated April 10, 2017 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Company pledged and granted to the Secured Party a security interest in and to all of the right, title and interest in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 006039/Frames 0072-0079 on April 20, 2017; and

WHEREAS, the Company has requested the Secured Party enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Security Agreements.

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

1. Definition. The term "Trademark Collateral," as used herein, shall mean all of the Secured Party's right, title and interest of every kind and nature as of the date hereof in the following (collectively, the "Trademark Collateral"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof ("Trademarks");

(b) any and all license and other agreements in which such Secured Party directly or indirectly has granted or is granted a license or other right, whether exclusive or non-exclusive, (i) to use or develop any Trademarks, (ii) to receive royalties, revenues, income or other payment related to any Trademarks, or (iii) to exercise any other right with respect to with respect to any Trademarks;

(c) all tangible embodiments of the foregoing;

(d) all rights of any kind whatsoever of such Secured Party accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Release of Security Interest. The Secured Party, its successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Trademark Collateral, and all other right, title, and interest in and to the Trademark Collateral and reassigns to the Borrower any and all such right, title and interest that it may have in the Trademark Collateral.

3. Further Assurances. The Secured Party agrees to execute, acknowledge, procure and deliver to Borrower any and all further documents or instruments and do any and all further acts which the Borrower (or its respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Borrower's (or its assignee's) right, title and interest in and to the Trademark Collateral.

4. Governing Law. This Release 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 Release 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 Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

CIBC BANK USA (formerly known as THE PRIVATEBANK AND TRUST COMPANY)

By: [Signature]

Name: JEFFREY GILDRICH

Title: Associate Managing Director

Address for Notices: 120 S. LaSalle Chicago, IL 60603

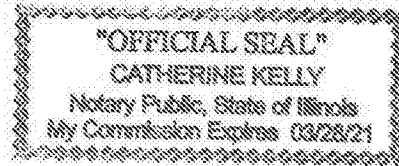
IN PRESENCE OF:

STATE OF ILLINOIS )  
 )SS.  
COUNTY OF COOK ] )

On the 17<sup>th</sup> day of May, 2018, before me personally came JEFFREY GILDRICH, to me known, who, being by me duly sworn, did depose and say that s/he resides at CHICAGO, IL; that s/he is the Associate Managing Director of CIBC BANK USA (formerly known as THE PRIVATEBANK AND TRUST COMPANY), and which executed the foregoing instrument; that s/he signed her/his name thereto by due authorization of CIBC BANK USA (formerly known as THE PRIVATEBANK AND TRUST COMPANY).

[Signature: Catherine Kelly]  
Notary Public  
Printed Name: Catherine Kelly

My Commission Expires: 3/22/21



**SCHEDULE I**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark	Jurisdiction	Class	Reg. No.	App. No.	App. Date	Owner
ACT!	United States	9	1,548,079			SWIFTPAGE ACT! LLC
ACT!	Ireland	9, 16	823894			SWIFTPAGE ACT! LLC
ACT!	International Registration	9.16	823894			SWIFTPAGE ACT! LLC
ACT! CLOUD	United States	42	4,818,824			SWIFTPAGE ACT! LLC
ACT! CLOUD	China	9	16502919			SWIFTPAGE ACT! LLC
ACT! CLOUD	European Union	42	013242359			SWIFTPAGE ACT! LLC
ACT! CLOUD	India	42		2808154	9/12/2014	SWIFTPAGE ACT! LLC
ACT! CLOUD	Russia	42	568008			SWIFTPAGE ACT! LLC