

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEVEL SC - SWIFTPAGE, LLC		05/17/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SWIFTPAGE, INC.		
Street Address:	621 17th Street, Suite 500		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80293		
Entity Type:	Corporation: DELAWARE		
Name:	SWIFTPAGE ACT! LLC		
Street Address:	621 17th Street, Suite 500		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80293		
Entity Type:	Limited Liability Company: COLORADO		
Name:	SALESLOGIX N.A., LLC		
Also Known As:	INFOR, INC.		
Street Address:	641 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1548079	ACT!	
Registration Number:	4818824	ACT! CLOUD	
Registration Number:	3695723	SWIFTPAGE	
CORRESPONDENCE DATA			
Fax Number:	9197814865		

TRADEMARK

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: 919.783.4842
Email: ip@wyrick.com
Correspondent Name: DEVON E. WHITE
Address Line 1: 4101 Lake Boone Trail, Suite 300
Address Line 4: Raleigh, NORTH CAROLINA 27607

NAME OF SUBMITTER:	Devon E. White
SIGNATURE:	/dew/
DATE SIGNED:	05/24/2018

Total Attachments: 4
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”), is made and effective as of May 17, 2018 and granted by LEVEL SC – SWIFTPAGE, LLC, a Delaware limited liability company, located at 140 East 45th Street, 39th Floor, New York, New York 10017 under the Loan Agreement referred to below (the “**Secured Party**”).

WHEREAS, SWIFTPAGE, INC., SWIFTPAGE ACT! LLC, and SALESLOGIX N.A., LLC (collectively, the “**Borrowers**”) entered into a Loan Agreement dated June 30, 2017 (the “**Loan Agreement**”), with the Secured Party;

WHEREAS, in connection with the Loan Agreement, the Borrowers executed and delivered to the Secured Party (i) that certain Security Agreement dated on or around June 30, 2017, made by and among the Secured Party and the Borrowers (the “**Master Security Agreement**”) and (ii) Intellectual Property Security Agreement (Copyrights, Patents and Trademarks), dated June 30, 2017 (the “**Trademark Security Agreement**” and, together with the Master Security Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, the Borrowers 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 IP Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 006098/Frames 0736-0747 on July 5, 2017; and

WHEREAS, the Borrowers have 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 IP 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 “IP 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 “**IP Collateral**”):

(a) any and all copyrights, works protectable by copyright, copyright registrations, and copyright applications, including the copyrights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications set forth in Schedule 1 attached hereto and all renewals thereof (“**Copyrights**”);

(b) any and all patent applications, including the patents and patent applications set forth in Schedule 1 attached hereto, all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof (“**Patents**”);

(c) any and all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, internet domain names, 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 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(d) 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 IP Collateral, (ii) to receive royalties, revenues, income or other payment related to any IP Collateral, or (iii) to exercise any other right with respect to with respect to any IP Collateral;

(e) all tangible embodiments of the foregoing;

(f) 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;

(g) 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

(h) 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 IP Collateral, and all other right, title, and interest in and to the IP Collateral and reassigns to the Borrowers any and all such right, title and interest that it may have in the IP Collateral as of the date hereof.

3. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

LEVEL SC - SWIETPAJGE, LLC

By: 

Name: Barry Osherow

Title: Vice President

SCHEDULE 1

INTELLECTUAL PROPERTY RIGHTS

Patents

US 9,483,307 – ASYNCHRONOUS, INTERACTIVE TASK WORKFLOWS. Filed on August 1, 2014 as application number 14/450,079. Issued November 1, 2016.

Trademarks

Country	TM	Int'l Classes	Status	App. No	App. Date	Reg. No	Reg. Date
Ireland	ACT!	9	Registered	Z1230102	21-Nov-2003	823894	21-Nov-2003
United States of America	ACT!	9	Registered	73763451	14-Nov-1988	1548079	18-Jul-1989
WIPO	ACT!	9	Registered	823894	21-Nov-2003	823894	21-Nov-2003
China	ACT! CLOUD	9	Registered	16502919	17-Mar-2015	16502919	14-Aug-2016
EUTM	ACT! CLOUD	42	Registered	13242359	10-Sep-2014	13242359	02-Feb-2015
India	ACT! CLOUD	42	Pending	2808154	12-Sep-2014	-	-
Russian Federation	ACT! CLOUD	42	Registered	2014730954	12-Sep-2014	568008	16-Mar-2016
USA	ACT! CLOUD	42	Registered	86219592	12-Mar-2014	4818824	22-Sep-2015
USA	SWIFTPAGE	42	Registered	77701980	30-Mar-2009	3695723	13-Oct-2009