

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OCTIV, INC.		04/20/2018	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5146497	OCTIV	
Registration Number:	5146498	OCTIV	
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<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:	215-569-5767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry (074658-15024; Octiv)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	David M. Perry		
SIGNATURE:	/David M. Perry/		
DATE SIGNED:	04/24/2018		
Total Attachments: 4			
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OP \$65.00 5146497

SECURITY AGREEMENT

(TRADEMARKS)

April 20, 2018

WHEREAS, OCTIV, INC., an Indiana corporation (the "Grantor"), has adopted, used and is using the trademarks listed opposite the Grantor's name on the annexed Schedule 1, annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor is obligated to PNC BANK, NATIONAL ASSOCIATION, as agent for the below-defined Lenders ("Grantee"), and the other Secured Parties, as defined in the Revolving Credit, Term Loan and Security Agreement, dated as of April 20, 2015 (the "Loan Agreement"), by and among APPEXTREMES GROUP HOLDINGS, LLC, a Delaware limited liability company, APPEXTREMES, LLC, a Delaware limited liability company doing business as Conga, ORCHESTRATE, LLC, an Iowa limited liability company, NOVATUS, LLC, a Delaware limited liability company and CRMCULTURE, LLC, a Delaware limited liability company, Grantor, COUNSELYTICS, INC., a Delaware corporation, the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders" and each individually a "Lender"), and Grantee for the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to Grantee a security interest in all right, title and interest of the Grantor in and to its general intangibles, including, without limitation, the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

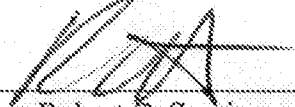
Grantee's address is PNC Bank, National Association, 100 Pine Street, Suite 1500, San Francisco, CA 94111 Attn: Aznaur Midov.

THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be
duly executed by its officer thereunto duly authorized as of the date first written above.

OCTIV, INC.,
an Indiana corporation

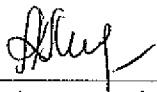
By: _____


Name: Robert DeSantis

Title: Chief Operating Officer

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Aznaur Midov
Title: AVP

Signature Page to Security Agreement (Trademarks)

TRADEMARK
REEL: 006345 FRAME: 0321

SCHEDULE I TO SECURITY AGREEMENT

Trademark	Jurisdiction	App. No.	Filing Date	Reg. No.	Reg. Date
OCTIV	U.S.	87/106,812	7/18/2016	5,146,497	2/21/2017
OCTIV and Design	U.S.	87/106,822	7/18/2016	5,146,498	2/21/2017

Security Agreement (Trademarks)

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TRADEMARK

REEL: 006345 FRAME: 0322

RECORDED: 04/24/2018