

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWIFTPAGE, INC.		06/13/2018	Corporation: DELAWARE
SWIFTPAGE ACT! LLC		06/13/2018	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	AB PRIVATE CREDIT INVESTORS LLC		
Street Address:	1345 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
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:	7044441111		
<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:	704-444-1124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	06/15/2018		
Total Attachments: 10			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 13, 2018, is made by each of the entities listed on the signature page hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of June 13, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the **SWIFTPAGE, INC.**, as the Borrower, **SWIFTPAGE HOLDINGS, INC.**, as Holdings, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and AB Private Credit Investors LLC, as administrative agent and collateral agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to that certain Pledge and Security Agreement of even date herewith in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") pursuant to which each such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders and to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at

law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

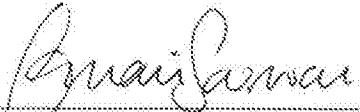
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

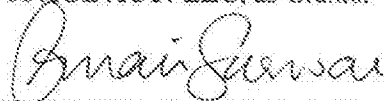
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SWIFTPAGE, INC., as Grantor

By: 
Name: Omair Sarwar
Title: Vice President and Assistant Secretary

SWIFTPAGE ACT! LLC, as Grantor

By: 
Name: Omair Sarwar
Title: President

ACCEPTED AND AGREED
as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: _____
Name: Shishir Agrawal
Title: Managing Director

SWIFTPAGE
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 006353 FRAME: 0604

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SWIFTPAGE, INC., as Grantor

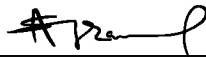
By: _____
Name: Omair Sarwar
Title: Vice President and Assistant Secretary

SWIFTPAGE ACT! LLC, as Grantor

By: _____
Name: Omair Sarwar
Title: President

ACCEPTED AND AGREED
as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: 
Name: Shishir Agrawal
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Country	TM	Int'l Classes	Registered Owner	App. No	App-Date	Reg. No	Reg-Date
Argentina	ACT!	9	Swiftpage Act! LLC	3286768	25-Oct-2013	2756452	15-Sep-2015
Australia	ACT!	9, 16	Swiftpage Act! LLC	566534	04-Nov-1991	566534	04-Nov-1991
Austria	ACT!	9	Sage Software SB, Inc.	2274/2001	26-Mar-2001	196.662	05-Jun-2001
Benelux	ACT!	9, 16	Swiftpage Act! LLC	0792636	05-Feb-1993	0530836	01-Dec-1993
Brazil	ACT!	9	Swiftpage Act! LLC	823923916	16-May-2001	823923916	27-Feb-2018
Canada	ACT!		Swiftpage Act! LLC	727,664	29-Apr-1993	TMA449,001	20-Oct-1995
Chile	ACT!	9	Sage Software, Inc.	525.077	19-Apr-2001	640.376	28-Aug-2002
China	ACT!	16	Sage Software, Inc.	1765830	19-Mar-2001	1765830	14-May-2002
Colombia	ACT!	9	Swiftpage ACT! LLC	13/127114	23-May-2013	484481	18-Dec-2013
Denmark	ACT!	9, 16	Sage Software, Inc.	VA02.2781993	06-Apr-1993	8062/93	19-Nov-1993
Ecuador	ACT!	9	Sage Software, Inc.	114440	07-Jun-2001	17421	10-Apr-2002
European Union	ACT!	9, 16, 37, 38, 41, 42	Swiftpage Act! LLC	004113973	09-Nov-2004	004113973	18-Dec-2007

Country	TM	Int'l Classes	Registered Owner	App. No	App. Date	Reg. No	Reg. Date
Germany	ACT!	9, 16	Swiftpage Act! LLC	2073813	28-May- 1991	2073813	03- Aug- 1994
Hong Kong	ACT!	9	Sage Software, Inc.	200300958	16-Mar- 2001	200300958	16- Mar- 2001
India	ACT!	9	Sage Software, Inc.	997486	19-Mar- 2001	997486	19- Mar- 2001
Ireland	ACT!	9	Swiftpage Act! LLC	Z1230102	21-Nov- 2003	823894	21- Nov- 2003
Israel	ACT!	9	Sage Software, Inc.	147939	26-Mar- 2001	147939	02-Oct- 2002
Italy	ACT!	9, 16	Sage Software, Inc.	TO93C00497	19-Mar- 1993	10752003	30- Nov- 1995
Japan	ACT!	9	Swiftpage Act! LLC	24653/2001	19-Mar- 2001	4890385	26- Aug- 2005
Korea (South)	ACT!	9	Swiftpage Act! LLC	40-2003-35001	05-Aug- 2003	591662	31- Aug- 2004
Malaysia	ACT!	9	Sage Software, Inc.	2001-04512	10-Apr- 2001	01004512	25- Dec- 2008
Malaysia	ACT!	16	Sage Software, Inc.	2001-04511	10-Apr- 2001	01004511	20-Jan- 2004
Mexico	ACT!	9	Swiftpage Act! LLC	162,178	04-Mar- 1993	566250	14- Nov- 1997
New Zealand	ACT!	9	Sage Software, Inc.	634540	21-Mar- 2001	634540	21- Mar- 2001
Norway	ACT!	9	Swiftpage Act! LLC	200104754	10-Apr- 2001	222067	27- Nov- 2003
Peru	ACT!	9	Sage Software, Inc.	130715	28-Jun- 2001	76805	30- Nov- 2001

Country	TM	Int'l Classes	Registered Owner	App. No	App. Date	Reg. No	Reg. Date
Poland	ACT!	9	Sage Software, Inc.	Z-236804	11-Jun- 2001	NR 173824	30- May- 2006
Singapore	ACT!	16	Sage Software, Inc.	T01/03692E	16-Mar- 2001	T01/03692E	04-Oct- 2003
Singapore	ACT!	9	Sage Software, Inc.	T01/03691G	16-Mar- 2001	T01/03691G	12- May- 2003
South Africa	ACT!	9	Sage Software SB, Inc.	2001/10010	11-Jun- 2001	2001/10010	24- Apr- 2007
Spain	ACT!	16	Sage Software, Inc.	M 1744686	15-Feb- 1993	M 1744686	05-Oct- 1995
Spain	ACT!	9	Sage Software, Inc.	M 1744685	15-Feb- 1993	M 1744685	05-Oct- 1995
Switzerland	ACT!	9, 16	Sage Software, Inc.	963/1993.0	04-Feb- 1993	404394	23- Aug- 1993
Taiwan	ACT!	16	Swiftpage Act! LLC	90009879	20-Mar- 2001	999110	16- May- 2002
Taiwan	ACT!	9	Swiftpage Act! LLC	90009878	20-Mar- 2001	1100971	16- May- 2004
United Kingdom	ACT!	9	Sage Software, Inc.	2264405	16-Mar- 2001	2264405	10-Jun- 2005
United States of America	ACT!	9	Swiftpage Act! LLC	73763451	14-Nov- 1988	1548079	18-Jul- 1989
Uruguay	ACT!	9	Sage Software, Inc.	331927	07-Jun- 2001	331927	27-Sep- 2002
Venezuela	ACT!	9	Sage Software, Inc.	6560/2001	23-Apr- 2001	P238875	28-Jun- 2002

Country	TM	Int'l Classes	Registered Owner	App. No	App. Date	Reg. No	Reg. Date
WIPO	ACT!	9	Swiftpage Act! LLC	823894	21-Nov- 2003	823894	21- Nov- 2003
Germany	act now!	9, 16, 42	Swiftpage Act! LLC	305636510	25-Oct- 2005	30563651	20- Apr- 2006
Austria	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	733528	25-Apr- 2000	733528	25- Apr- 2000
Benelux	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	733528	25-Apr- 2000	733528	25- Apr- 2000
Czech Republic	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	733528	25-Apr- 2000	733528	25- Apr- 2000
Denmark	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	733528	25-Apr- 2000	733528	25- Apr- 2000
Estonia	ACTI	16, 35, 41	Swiftpage Act! LLC	R200001652	25-Apr- 2000	733528	25- Apr- 2000
Finland	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	W200002695	25-Apr- 2000	733528	25- Apr- 2000
France	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	733528	25-Apr- 2000	733528	25- Apr- 2000
Germany	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	733528	25-Apr- 2000	733528	25- Apr- 2000
Hungary	ACTI	35, 41	Swiftpage Act! LLC	A733528	25-Apr- 2000	733528	25- Apr- 2000
Italy	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	733528	25-Apr- 2000	733528	25- Apr- 2000
Latvia	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	733528	25-Apr- 2000	733528	25- Apr- 2000
Liechtenstein	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	733528	25-Apr- 2000	733528	25- Apr- 2000
Lithuania	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	733528	25-Apr- 2000	733528	25- Apr- 2000
Norway	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	733528	25-Apr- 2000	733528	25- Apr- 2000

Country	TM	Int'l Classes	Registered Owner	App. No	App. Date	Reg. No	Reg. Date
Poland	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	733528	25-Apr-2000	733528	25-Apr-2000
Portugal	ACTI	16, 41, 42	Swiftpage Act! LLC	733528	25-Apr-2000	733528	25-Apr-2000
Romania	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	733528	25-Apr-2000	733528	25-Apr-2000
Russian Federation	ACTI	9, 16, 35, 41	Swiftpage Act! LLC	733528	25-Apr-2000	733528	25-Apr-2000
Switzerland	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	733528	25-Apr-2000	733528	25-Apr-2000
Turkey	ACTI	9, 16, 35, 41, 42	Swiftpage Act! LLC	733528	25-Apr-2000	733528	25-Apr-2000
United Kingdom	ACTI	35	Swiftpage Act! LLC	733528	25-Apr-2000	733528	25-Apr-2000
WIPO	ACTI	9, 16, 35, 41	Swiftpage Act! LLC	733528	25-Apr-2000	733528	25-Apr-2000
China	ACT! CLOUD	9	Swiftpage Act! LLC	16502919	17-Mar-2015	16502919	14-Aug-2016
EUTM	ACT! CLOUD	42	Swiftpage ACT! LLC	13242359	10-Sep-2014	13242359	02-Feb-2015
Russian Federation	ACT! CLOUD	42	Swiftpage ACT! LLC	2014730954	12-Sep-2014	568008	16-Mar-2016
USA	ACT! CLOUD	42	Swiftpage ACT! LLC	86219592	12-Mar-2014	4818824	22-Sep-2015
USA	SWIFTPAGE	42	Swiftpage ACT! LLC	77701980	30-Mar-2009	3695723	13-Oct-2009

2. TRADEMARK APPLICATIONS

Country	TM	Int'l Classes	Registered Owner	App. No	App. Date	Reg. No	Reg. Date
India	ACT! CLOUD	42	Swiftpage ACT! LLC	2808154	12-Sep-2014	-	-

3. IP LICENSES

None.