

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484876

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900452007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		05/18/2018	Corporation: CALIFORNIA

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:	SUMMIT 5
Also Known As:	AKA 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:	AKA INFOR, INC.
Street Address:	641 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3695723	SWIFTPAGE
Registration Number:	1548079	ACT!
Registration Number:	4818824	ACT! CLOUD
Registration Number:	2155324	SALESLOGIX

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 9197814865*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**ATTORNEY DOCKET NUMBER:** 030072.002**NAME OF SUBMITTER:** Devon E. White**SIGNATURE:** /dew/**DATE SIGNED:** 08/06/2018**Total Attachments: 8**

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**"), is made and effective as of May 18, 2018 and granted by SILICON VALLEY BANK, a California corporation, located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466, as the issuing lender, swingline lender, and as administrative agent for the secured parties under the Loan Agreement referred to below (the "**Secured Party**").

WHEREAS, SWIFTPAGE, INC., SUMMIT 5, and SALESLOGIX N.A., LLC (collectively, the "**Borrowers**") entered into a Credit Agreement, dated March 20, 2013 (the "**Credit Agreement**"), with the Secured Party;

WHEREAS, in connection with the Credit Agreement, the Borrowers executed and delivered to the Secured Party (i) that certain Guarantee and Collateral Agreement dated March 20, 2013, made by and among the Secured Party and the Borrowers (the "**Master Security Agreement**") and (ii) Trademark Security Agreement, dated March 20, 2013 (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 Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 004994/Frames 0663-0672 on March 29, 2013; 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 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, 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 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 Borrowers 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 Borrowers any and all further documents or instruments and do any and all further acts which the Borrowers (or their respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Borrowers' (or their assignees') 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 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, 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.


SILICON VALLEY BANK

By: 
Name: Sheila Colson
Title: Managing Director
Address for Notices: 4301 Hacienda
Dr. Ste 210, Pleasanton, CA 94588

IN PRESENCE OF:

STATE OF California)
)SS.
COUNTY OF Contra Costa)

On the 18 day of May, 2018, before me personally came Sheila Colson, to me known, who, being by me duly sworn, did depose and say that s/he resides at Walnut Creek, CA; that s/he is the Managing Director of SILICON VALLEY BANK, and which executed the foregoing instrument; that s/he signed her/his name thereto by due authorization of SILICON VALLEY BANK.


Notary Public
Printed Name: Janet L. Miller

My Commission Expires: 03-22-2020

SEE ATTACHED
NOTARY DOCUMENT

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

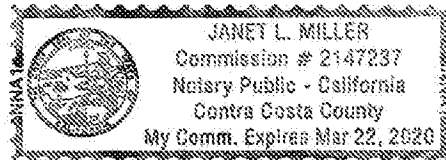
STATE OF CALIFORNIA }

COUNTY OF Contra Costa }

Subscribed and sworn to (or affirmed) before me on this 18th day of May, 2018
Date Month Year

by Sheila Colson
Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature: Janet L. Miller
Signature of Notary Public

Seal
Place Notary Seal Above

----- **OPTIONAL** -----

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

TRADEMARK

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date
SWIFTPAGE	United States	77,701,980	3,695,723	13-Oct-2009
SWIFTPAGE	Colorado		ID No. 20081054505	28-Jan-2008
ACT!	Argentina	2329128	1956990	28-Oct-2003
ACT!	Argentina	3286768	2756452	15-Sep-2015
ACT!	Austria	2274/2001	196.662	5-Jun-2001
ACT!	Benelux	792636	580836	1-Dec-1993
ACT!	Brazil	823923916	823923916	27-Feb-2028
ACT!	Canada	727,664	TMA449,001	20-Oct-1995
ACT!	Chile	525,077	640,376	28-Aug-2002
ACT!	China	2001039272	1765830	14-May-2002
ACT!	Colombia	01-030585	247500	12-Dec-2001
ACT!	Colombia	13/127114	484481	18-Dec-2013
ACT!	CTM	4113973	4113973	18-Dec-2007
ACT!	Denmark	VA02.2781993	8062/93	19-Nov-1993
ACT!	Ecuador	114440	17421	10-Apr-2002
ACT!	Germany	2073813	2073813	28-May-1991
ACT!	Hong Kong	2001/4349	200300958	16-Mar-2001
ACT!	India	997486	997486	19-Mar-2001
ACT!	Ireland	Z1230102	823894	12-Nov-2003
ACT!	Israel	147939	147939	2-Oct-2002
ACT!	Italy	TO93C00497	10752003	30-Nov-1995
ACT!	Japan	24653/2001	4890385	26-Aug-2005
ACT!	Malaysia	2001-04511	1004511	20-Jan-04
ACT!	Malaysia	2001-04512	1004512	10-Apr-01
ACT!	Mexico	162,178	566250	14-Nov-1997
ACT!	New Zealand	634540	634540	27-Sep-2001
ACT!	Norway	2001.04754	222067	27-Nov-2003
ACT!	Peru	130715	76805	30-Nov-2001
ACT!	Poland	Z-236804	NR 173824	30-May-2006
ACT!	Republic of Korea (South)	40-2003-35001	591662	13-Aug-2004
ACT!	Singapore	T01/0391G	T01/03691G	16-Jun-2001
ACT!	Singapore	T01/03692E	T01/03692E	4-Oct-2003
ACT!	South Africa	2001/10010	2001/10010	24-Apr-2007
ACT!	Spain	M 1744685	M 1744685	5-Oct-1995
ACT!	Spain	M 1744686	M 1744686	5-Oct-1995
ACT!	Switzerland	963/1993.0	404394	4-Feb-1993
ACT!	Taiwan	90009878	1100971	16-May-2004
ACT!	Taiwan	90009879	999110	15-May-2002

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date
ACT!	United Kingdom	2264405	2264405	16-Mar-2001
ACT!	United States	73/763,451	1,548,079	18-Jul-1989
ACT!	Uruguay	331927	331927	27-Sep-2002
ACT!	Venezuela	6560/2001	P238875	28-Jun-2002
ACT!	WIPO	823894	823894	21-Nov-2003
ACT! EXPRESS (with Japanese characters)	Japan	081850/2002	4682920	20-Jun-2003
ACTI	Austria	733258	733258	25-Apr-2000
ACTI	Benelux	733258	733258	25-Apr-2000
ACTI	Czech Republic	733258	733258	25-Apr-2000
ACTI	Denmark	733258	733258	25-Apr-2000
ACTI	Estonia	733258	733258	25-Apr-2000
ACTI	Finland	733258	733258	25-Apr-2000
ACTI	France	733258	733258	25-Apr-2000
ACTI	Germany	733258	733258	25-Apr-2000
ACTI	Hungary	733258	733258	25-Apr-2000
ACTI	Italy	733258	733258	25-Apr-2000
ACTI	Latvia	733258	733258	25-Apr-2000
ACTI	Liechtenstein	733258	733258	25-Apr-2000
ACTI	Lithuania	733258	733258	25-Apr-2000
ACTI	Norway	733258	733258	25-Apr-2000
ACTI	Poland	733258	733258	25-Apr-2000
ACTI	Portugal	733258	733258	25-Apr-2000
ACTI	Romania	733258	733258	25-Apr-2000
ACTI	Russian Federation	733258	733258	25-Apr-2000
ACTI	Switzerland	733258	733258	25-Apr-2000
ACTI	Turkey	733258	733258	25-Apr-2000
ACTI	United Kingdom	733258	733258	25-Apr-2000
ACTI	WIPO	733258	733258	25-Apr-2000
ACT! CLOUD	China	16502919	16502919	14-Aug-2016
ACT! CLOUD	EUTM	13242359	13242359	2-Feb-2015
ACT! CLOUD	India	2808154		
ACT! CLOUD	Russian Federation	2014730954	568008	16-Mar-2016
ACT! CLOUD	United States	86219592	4818824	22-Sep-2015
ACT NOW!	Germany	305636510	30563651	20-Apr-2006
SALESLOGIX	Argentina	2335587	1979785	4-May-2004
SALESLOGIX	Australia	759172	759172	7-Apr-1998
SALESLOGIX	Bolivia	SM-1953-01	87995-C	23-Aug-2002
SALESLOGIX	Brazil	823652114	823652114	29-Jun-2010
SALESLOGIX	Canada	1103341	TMA576538	26-Feb-2003
SALESLOGIX	Canada	1103342	TMA576539	26-Feb-2003

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date
SALESLOGIX	Chile	530.759	611.045	29-Nov-2001
SALESLOGIX	China	2001062512	1984054	12-Oct-2002
SALESLOGIX	Colombia	1105785	259.849	28-Aug-2002
SALESLOGIX	CTM	2180404	2180404	14-Jun-2002
SALESLOGIX	Ecuador	114413	17420	10-Apr-2002
SALESLOGIX	Germany	39918416.3	39918416	3-May-1999
SALESLOGIX	Hong Kong	300075078	3000075078	8-Sep-2003
SALESLOGIX	India	1006307	1006307	16-Aug-2006
SALESLOGIX	Ireland	815910	815910	21-Nov-2003
SALESLOGIX	Israel	148422	148422	4-Jun-2002
SALESLOGIX	Japan	33863/2001	4574540	7-Jun-2002
SALESLOGIX	Malaysia	2001-06036	1006036	28-Feb-2004
SALESLOGIX	Mexico	493200	711907	28-Aug-2001
SALESLOGIX	New Zealand	637138	637138	9-Nov-2001
SALESLOGIX	Norway	200104993	211778	15-Nov-2001
SALESLOGIX	Peru	130712	74828	12-Sep-2001
SALESLOGIX	Poland	Z-237462	R-160020	2-Nov-2004
SALESLOGIX	Russian Federation	815910	815910	21-Nov-2003
SALESLOGIX	Singapore	T01/05242D	T01/05242D	4-Dec-2001
SALESLOGIX	South Africa	2001/09859	2001/09859	7-Jun-2001
SALESLOGIX	Sweden	99-2188	340528	15-Sep-2000
SALESLOGIX	Switzerland	490435	490435	17-Oct-2001
SALESLOGIX	Taiwan	90014228	1001901	16-Jun-2002
SALESLOGIX	United Kingdom	2193616	2193616	6-Apr-1999
SALESLOGIX	United States	75059984	2155324	5-May-1998
SALESLOGIX	Uruguay	331925	331925	31-Oct-2001
SALESLOGIX	Venezuela	9990/2001		
SALESLOGIX	WIPO	815910	815910	21-Nov-2003
SALESLOGIX Design Element Only	Japan	90912/2002	4687942	4-Jul-2003
				



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

July 12, 2018

PTAS

DEVON E. WHITE
4101 LAKE BOONE TRAIL, SUITE 300
RALEIGH, NC 27607



900452007

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The nature of conveyance should be a release of security interest. Please clarify and correct.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, August 13, 2018**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900452007
Access Code: 5AJSU000FECQOEA

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

TRAYNA LAWRENCE
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION