

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM632771

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Act-On Software, Inc.		03/16/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beedie Investments Ltd.		
<b>Street Address:</b>	1111 West Georgia Street		
<b>Internal Address:</b>	Suite 1570		
<b>City:</b>	Vancouver, British Columbia		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6E 4M3		
<b>Entity Type:</b>	Corporation: BRITISH COLUMBIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4802129	ACT-ON	
<b>Registration Number:</b>	4797992	ACT-ON	
<b>Registration Number:</b>	5687684	ADAPTIVE SEGMENTATION	
<b>Registration Number:</b>	5766049	ADAPTIVE FORMS	
<b>Registration Number:</b>	5693740	ADAPTIVE SENDING	
<b>Registration Number:</b>	5766050	ADAPTIVE SCORING	
<b>Registration Number:</b>	5618192	ADAPTIVE JOURNEYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6137839690		
<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>	6137839644		
<b>Email:</b>	anna.clark@dentons.com		
<b>Correspondent Name:</b>	Anna Clark		
<b>Address Line 1:</b>	99 Bank Street		
<b>Address Line 2:</b>	Suite 1420		
<b>Address Line 4:</b>	Ottawa, CANADA K1P 1H4		
<b>NAME OF SUBMITTER:</b>	Anna Clark		
<b>SIGNATURE:</b>	/Anna Clark/		

OP \$190.00 4802129

<b>DATE SIGNED:</b>	03/18/2021
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**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of March 16, 2021, by **ACT-ON SOFTWARE, INC.**, a Delaware corporation (together with its successors and permitted assigns, "Grantor"), having an address at 121 SW Morrison Street, Suite 1600, Portland, OR, 97204, in favor of **BEEDIE INVESTMENTS LTD.** (together with its successors and assigns, "Lender"), having an address at Suite 1570, 1111 West Georgia Street, Vancouver, British Columbia V6E 4M3.

RECITALS

A. Lender and Grantor are entering into that certain credit agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. Lender and Grantor are entering into that certain security agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which all of the present and future Obligations, including, without limitation, reasonable attorneys' fees and expenses and any interest, fees or expenses that accrue after the filing of an insolvency proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any insolvency proceeding (all of the foregoing, collectively, the "Secured Obligations"), are secured by the assets of Grantor including, without limitation, all of Grantor's patents, trademarks, copyrights and other intellectual property.

C. Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby agrees in favor of Lender as follows:

AGREEMENT

1. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the payment and performance of the Secured Obligations, a continuing lien and security interest in Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Intellectual Property"):

a. any and all copyright rights, copyright applications, copyright registrations and like protections of Grantor in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the "Copyrights");

b. all patents, patent applications and like protections of Grantor including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and all rights therein provided by international treaties or conventions (collectively, "Patents");

c. any trademark and servicemark rights of Grantor, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks (collectively, the "Trademarks");

d. any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how, operating manuals;

- e. any and all source code;
- f. any and all design rights which may be available to Grantor;
- g. any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and
- h. all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

2. Grantor hereby confirms that the attached Exhibits of Grantor's Copyright, Patent and Trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

3. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of any Loan Document by electronic means shall be effective as delivery of an original executed counterpart of such Loan Document. The words "execution," "signed," "signature" and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

5. This Agreement is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

**ACT-ON SOFTWARE, INC.,**

Per: Kate Johnson  
Name: KATE JOHNSON  
Title: CEO

EXHIBIT A  
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C  
TRADEMARKS

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Country</b>	<b>Registration/ Application Date</b>
ACT-ON	IR 1265964	Australia	12/16/2014
ACT-ON	Reg. No. 908806701	Brazil	6/20/2017
ACT-ON	Reg. No. TMA953121	Canada	10/24/2016
ACT-ON	IR 1265964	China	12/16/2014
ACT-ON	IR 1265964	EU	12/16/2014
ACT-ON	Reg. No. 303241250	Hong Kong	10/12/2015
ACT-ON	IR 1265964	India	12/16/2014
ACT-ON	IR 1265964	Israel	12/16/2014
ACT-ON	IR 1265964	Japan	12/16/2014
ACT-ON	IR 1265964	Mexico	12/16/2014
ACT-ON	IR 1265964	New Zealand	12/16/2014
ACT-ON	IR 1265964	Norway	12/16/2014
ACT-ON	IR 1265964	Russia	12/16/2014
ACT-ON	IR 1265964	Singapore	12/16/2014
ACT-ON	IR 1265964	South Korea	12/16/2014
ACT-ON	IR 1265964	Switzerland	12/16/2014



ACT-ON	Reg. No. 4,802,129	United States	9/1/2015
ACT-ON	App# A0047063; IR 1265964	Madrid Protocol	12/16/2014
ACT-ON (and design)	Reg. No. 4,797,992	United States	8/25/2015
ADAPTIVE SEGMENTATION	Reg. No 5,687,684	United States	2/26/2019
ADAPTIVE FORMS	Reg. No. 5,766,049	United States	5/28/2019
ADAPTIVE SENDING	Reg. No. 5,693,740	United States	3/5/2019
ADAPTIVE SCORING	Reg. No. 5,766,050	United States	5/28/2019
ADAPTIVE JOURNEYS	Reg. No. 5,618,192	United States	11/27/2018
ADAPTIVE JOURNEYS	IR 1370979	EU	9/12/2017
ADAPTIVE JOURNEYS	App# A0069874; IR 1370979	Madrid Protocol	9/12/2017