

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM721598

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Partners for Growth IV, L.P.		03/15/2021	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACT-ON SOFTWARE, INC		
<b>Street Address:</b>	121 SW Morrison Street		
<b>Internal Address:</b>	Suite 1600		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97204		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</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>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6509888500		
<b>Email:</b>	trademarks@fenwick.com		
<b>Correspondent Name:</b>	Connie L. Ellerbach		
<b>Address Line 1:</b>	801 California Street		
<b>Address Line 2:</b>	Attn; Trademark Docket		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041		
<b>ATTORNEY DOCKET NUMBER:</b>	30795-00070-5750		
<b>NAME OF SUBMITTER:</b>	Connie L. Ellerbach		
<b>SIGNATURE:</b>	/cle1087/		
<b>DATE SIGNED:</b>	04/15/2022		
<b>Total Attachments: 4</b>			
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**Partners for Growth IV, L.P.**

1751 Tiburon Blvd.  
Tiburon, CA 94920  
notices@pfgrowth.com

March 15, 2021

Act-On Software, Inc.  
121 SW Morrison St.  
Ste. 1600  
Portland, OR 97204  
Attn: Roger Rowe – CFO

**Re: Payoff Arrangements**

Gentlemen:

Reference is hereby made to the Loan and Security Agreement by and between Partners for Growth IV, L.P. (“*PFG*”) and Act-On Software, Inc. (“*Borrower*”) dated as of December 9, 2016 (as the same may from time to time have been amended, restated, or otherwise modified, the “*Loan Agreement*”).

Borrower has advised PFG that it intends to repay all amounts due and owing under the Loan Agreement and has requested that PFG provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to PFG under the Loan Documents (as defined below) (such amounts, collectively, the “*Obligations*”). The pay-off amounts for Borrower as of March 16, 2021 (the “*Computation Date*”) under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the “*Pay-Off Amount*”):

[REDACTED]

From and after the Computation Date and until the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount of the Loans in accordance with and at the rates set forth in the Loan Agreement. The per diem accrual of interest on the Loans is [REDACTED] per day. The foregoing figures are only effective through March 29<sup>th</sup>, 2021. Upon request of Borrower, PFG shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof.

This letter confirms that Borrower has waived the right to seek any additional loans from PFG and PFG shall not be obliged to make, and PFG shall not make, any further loans or grant other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

The Pay-Off Amount shall be wire transferred to PFG and its affiliate pursuant to the wire instructions set forth on Exhibit A.

Effective immediately upon receipt by PFG and its affiliate as set forth in Exhibit A, via wire, of payment in full in cash of the Pay-Off Amount due to them, respectively (the date of PFG’s and such affiliate’s receipt of the Pay-Off Amount being the “*Pay-Off Date*”), without further action on the part of the parties hereto (i) all Obligations of Borrower and its subsidiaries to PFG under the Loan Agreement and loan and security documents delivered thereunder, as amended, restated, renewed, modified or

supplemented from time to time (collectively, the "*Loan Documents*") shall be deemed paid in full and released and discharged in full; (ii) all unfunded commitments to make advances or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) all security, security interests and other liens of every type at any time granted to or held by PFG as security for Obligations or otherwise charging any property and assets of the Borrower or its subsidiaries (collectively, the "*Security*") shall be released without further action of PFG, and (iv) all guaranties supporting the Loan Agreement shall be released without further action by PFG; and (v) all other obligations of Borrower and its subsidiaries under the Loan Agreement and other Loan Documents shall be deemed terminated; provided, however, and notwithstanding anything to the contrary, (x) the term "Loan Documents" and "Obligations" as used herein shall expressly exclude all warrants to purchase stock (and obligations of Borrower arising thereunder) issued by Borrower in connection with the Loan Agreement and any amendment and restatement thereof and such warrants shall survive termination of the Loan Documents through their respective Expiration Dates (as defined therein) and (y) those obligations, liabilities, covenants, and terms that are expressly specified in the Loan Agreement or any other Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.

PFG authorizes Borrower, and Beedie Investments Ltd., or any other party on behalf of Borrower, and Beedie Investments Ltd., upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of PFG's security interests in any of Borrower's or its subsidiaries' property or assets that secured the Obligations and in any third party and any of such third party's property or assets that guarantied the Obligations or provided collateral security therefore, including without limitation:

- (a) UCC financing statement filed by PFG with Delaware Secretary of State on 10-18-16 under file number 20167457474; and
- (b) trademark assignment filed by PFG with the US patent and trademark office on 10-10-2016 under Reel 5945 / Frame 0258.

Within three (3) business days following the Pay-Off Date, PFG shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating PFG's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in PFG's possession to the pledgor; provided, that any costs or expenses incurred by PFG with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Pay-Off Date, PFG further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by PFG and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

**PARTNERS FOR GROWTH IV, L.P.**  
by Partners for Growth IV, LLC, its General Partner

By:  \_\_\_\_\_

Name: Phil Lawson

Title: Manager

Accepted and Agreed:

**ACT-ON SOFTWARE, INC.**

By: Roger Rowe \_\_\_\_\_

Name: roger rowe \_\_\_\_\_

Title: CFO \_\_\_\_\_

**EXHIBIT A**

Wire Instructions for all payments to PFG, other than the Modification Fee, to be wired as follows:

[REDACTED]

[REDACTED] Instructions for the Modification Fee to PFG to be wired to:

[REDACTED]