

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM864669

<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! LLC		12/29/2023	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	East West Bank		
<b>Street Address:</b>	135 N. Los Robles Ave., 7th Floor		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	banking corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1548079	ACT!	
<b>Registration Number:</b>	6616621	ACT!	
<b>Registration Number:</b>	3695723	SWIFTPAGE	
<b>Registration Number:</b>	6769052	ACT!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		
<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>	3128637267		
<b>Email:</b>	jaclyn.digrande@goldbergkohn.com		
<b>Correspondent Name:</b>	Jaclyn Di Grande - Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E Monroe St., Ste 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	7562.028		
<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande		
<b>SIGNATURE:</b>	/jaclyn di grande/		
<b>DATE SIGNED:</b>	12/29/2023		
<b>Total Attachments: 5</b>			

OP \$115.00 1548079

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2023, is made by ACT! LLC, a Colorado limited liability company ("Grantor"), in favor of EAST WEST BANK, as Lender (as defined in the Loan Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantor, SWIFTPAGE, INC., a Delaware corporation ("Borrower"), the other Loan Parties from time to time party thereto, and Lender, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to make its extensions of credit to Borrower thereunder, Grantor hereby agrees with Lender as follows:

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

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

- (a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, 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, damages, proceeds and payments at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby

are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor is subject to the terms and conditions of the Loan Agreement with respect to the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Authorization To Supplement. If Grantor shall obtain rights to any new trademark application or issued trademark or become entitled to the benefit of any trademark application or trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing trademark or trademark application, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule 1.

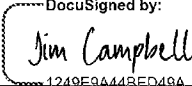
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 7. Governing 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 California.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, 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.

ACT! LLC, a Colorado limited liability company, as  
Grantor

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Jim Campbell  
Title: Vice President and Assistant Secretary

ACCEPTED AND AGREED  
as of the date first above written:

EAST WEST BANK, as Lender

By:   
Name: Eric Chico  
Title: Senior Vice President

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

<b>Grantor</b>	<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>
Act! LLC	ACT!	73763451	Registered	1548079	Jul. 18, 1989
Act! LLC	ACT!	90222503	Registered	6616621	Jan. 11, 2022
Act! LLC	SWIFTPAGE	77701980	Registered	3695723	Oct. 13, 2009
Act! LLC	ACT!	90281143	Registered	6769052	Jun. 21, 2022

Error! Unknown document property name.

**RECORDED: 12/29/2023**

**TRADEMARK  
REEL: 008304 FRAME: 0163**