

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Execution Date</b>	
	RON RASMUSSEN	01/30/2017	
	VASU KRISHNAMOORTHY	01/30/2017	
	DENIS GEFTER	01/30/2017	
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	XACTLY CORPORATION		
<b>Street Address:</b>	300 PARK AVE, SUITE 1700		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95110		
<b>PROPERTY NUMBERS Total: 1</b>			
	<b>Property Type</b>	<b>Number</b>	
	<b>Application Number:</b>	15421008	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(408)414-1076		
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<b>ATTORNEY DOCKET NUMBER:</b>	60364-0021		
<b>NAME OF SUBMITTER:</b>	DANIEL W. PARKER		
<b>SIGNATURE:</b>	/DanielWParker#73390/		
<b>DATE SIGNED:</b>	02/01/2017		
<b>Total Attachments: 2</b>			
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ASSIGNMENT

WHEREAS WE, Ron RASMUSSEN, of San Jose, California; Vasu KRISHNAMOORTHY, of San Jose, California; and Denis GEFTER, of San Francisco, California; all of USA have made a certain new and useful invention(s) as set forth in an application for United States Letters Patent, entitled MULTITENANT ARCHITECTURE FOR PRIOR PERIOD ADJUSTMENT PROCESSING, executed by us on the date of execution of this document, as shown below, and filed concurrently herewith;

AND WHEREAS, XACTLY CORPORATION, a corporation of the State of California and having an address of 300 Park Ave, Suite 1700, San Jose, CA 95110 ("Assignee") is desirous of acquiring the entire right, title and interest in and to said invention(s) and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

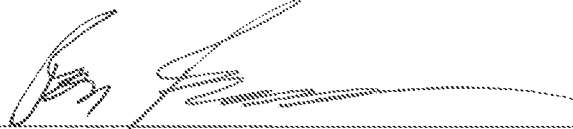
NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, we do hereby sell, assign, transfer and set over unto XACTLY CORPORATION, its legal representatives, successors, and assigns ("Assignee"), the entire right, title and interest in and to said invention(s) as set forth in the above-mentioned application, including, but not limited to, any provisional, non-provisional, continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention(s) and the right to claim priority, or the benefit of, to the above-mentioned application;

UPON SAID CONSIDERATIONS, we hereby agree with the said Assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention(s), and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and Assignee;

AND we request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention(s) to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention(s) covered thereby.

1/30/2017

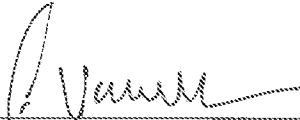
Date



Ron RASMUSSEN

1/30/2017

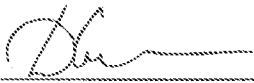
Date



Vasu KRISHNAMOORTHY

1/30/2017

Date



Denis GEFTER