

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rogue Wave Software, Inc.	FORMERLY Quovadx, Inc.	07/18/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2056483	HOSTACCESS
Registration Number:	1725267	.H++
Registration Number:	2359634	COMPONENTS WITHOUT LIMITS
Serial Number:	78834627	HYDRA
Serial Number:	78815208	HYDRASDO
Registration Number:	1462558	MARKET MAKER
Registration Number:	1734538	ROGUE WAVE
Registration Number:	2530765	ROGUE WAVE S O F T W A R E
Registration Number:	2636987	SOURCEPRO
Registration Number:	2518511	STINGRAY
Registration Number:	2518512	STINGRAY
Registration Number:	2548397	

CORRESPONDENCE DATA

900083973

**TRADEMARK
 REEL: 003597 FRAME: 0962**

CH \$315.00 2056483

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: One International Place
Address Line 2: Proskauer Rose LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	76751/010
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	08/09/2007

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18th day of July, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 18, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Rogue Wave Holdings, Inc., a Delaware corporation ("Parent"), Rogue Wave Software, Inc., a Delaware corporation, RWS, Inc., a Delaware corporation (RWS, Inc. together with Rogue Wave Software, Inc., the "Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof,

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and rights in or to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
 - (c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, whether or not such Trademark is licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark, whether or not such Trademark is licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and

exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each 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.

GRANTORS:

ROGUE WAVE HOLDINGS, INC.
a Delaware corporation

By: 

Name: R. David Tabors
Title: President

ROGUE WAVE SOFTWARE, INC.
a Delaware corporation

By: 

Name: R. David Tabors
Title: President

RWS, INC.
a Delaware corporation

By: 

Name: R. David Tabors
Title: President

PIXEL USA INCORPORATED
a Georgia corporation


By: 

Name: R. David Tabors
Title: President

[TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:



WELLS FARGO FOOTHILL, INC., as Agent

By: 
Name: Eugene McDonough
Title: Vice President

[TRADEMARK SECURITY AGREEMENT - RW]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Rogue Wave Software, Inc.	U.S.	HOSTACCESS	Registration No. 2,056,483	Registered: 4/22/97 Sec. 8&15 accepted: 12/10/03
Rogue Wave Software, Inc.	U.S.	.H++	Registration No. 1,725,267	Registered 10/20/92 Renewal filed: 8/16/02 Accepted: 12/10/02
Rogue Wave Software, Inc.	U.S.	COMPONENTS WITHOUT LIMITS	Registration No. 2,359,634	Registered 06/20/00
Rogue Wave Software, Inc.	International Application/Madrid Protocol (EU)	HYDRA & DESIGN (LOGO) 	Application No. A00005509 International Registration: 895668 Statement of Grant of Protection	Registered: 8/9/06 Statement of Grant of Protection issued: 10/5/06
Rogue Wave Software, Inc.	U.S.	HYDRA & DESIGN (LOGO) 	Application No.: 78/834,627	O/A issued: 8/18/06 Response to O/A filed: 9/7/06 Notice of publication: 11/1/06 Published: 11/21/06 NOA issued: 2/13/07
Rogue Wave Software, Inc.	International Application/Madrid Protocol (EU)	HYDRASDO	Application No. A0005510 International Registration: 895667 Statement of Grant of Protection	Registered: 8/9/06 Statement of Grant of Protection issued: 10/5/06
Rogue Wave Software, Inc.	U.S.	HYDRASDO	Application No. 78/815,208	O/A issued: 8/15/06 Response to O/A filed electronically: 2/13/07
Rogue Wave Software, Inc.	U.S.	MARKET MAKER	Registration No. 1,462,558	Registered 10/27/87

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Rogue Wave Software, Inc.	U.S.	ROGUE WAVE	Registration No. 1,734,538	Registered 11/24/92 Notice of Acceptance of Sec. 8 and 9 issued: 3/5/03
Rogue Wave Software, Inc.	Argentina	ROGUE WAVE	Renewal Application No. 2592317 Renewal Registration No. 2,053,305 Original Application No. 1,939,045 (1994) Original Registration No. 1,564,935 (1995)	Registered 07/03/95 Renewed: 11/21/2005
Rogue Wave Software, Inc.	Australia	ROGUE WAVE	Registration No. 641,553	Registered 03/29/96
Rogue Wave Software, Inc.	Benelux	ROGUE WAVE	Registration No. 556,142	Registered 09/27/94
Rogue Wave Software, Inc.	Canada	ROGUE WAVE	Registration No. 447,843	Registered 09/15/95 Recorded cert. Issued: 3/25/04
Rogue Wave Software, Inc.	Chile	ROGUE WAVE	Registration No. 449,471 Renewal No: 734.697	Registered 08/25/95 Renewed: 9/28/05
Rogue Wave Software, Inc.	China	ROGUE WAVE	Registration No. 1,423,482	Registered 07/21/00
Rogue Wave Software, Inc.	ECTM	ROGUE WAVE	Registration No. 162,354	Registered 06/02/98 Renewal issued 4/2/06
Rogue Wave Software, Inc.	France	ROGUE WAVE	Registration No. 94/538,466	Registered 10/03/94 Renewal issued: 1/27/05
Rogue Wave Software, Inc.	Germany	ROGUE WAVE	Registration No. 2,901,843	Registered 02/15/95 Renewed: 5/4/04
Rogue Wave Software, Inc.	Hong Kong	ROGUE WAVE	Registration No. 199802981	Registered 10/03/94

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Rogue Wave Software, Inc.	Italy	ROGUE WAVE	Registration No. 684,809	Registered 07/25/96 Renewal filed: 9/30/04
Rogue Wave Software, Inc.	Japan	ROGUE WAVE	Registration No. 3,278,311	Registered 04/11/97 Email to agent to file renewal documents: 3/2/07 Confirmation from agent: 3/4/07
Rogue Wave Software, Inc.	Korea	ROGUE WAVE	Registration No. 340,894 Renewal Application No. 50-2006-7965	Registered: 6/11/96 Renewal issued: 1/12/07
Rogue Wave Software, Inc.	Mexico	ROGUE WAVE	Registration No. 488,200	Registered 04/24/95 Renewal issued: 10/10/04
Rogue Wave Software, Inc.	New Zealand	ROGUE WAVE	Registration No. 241,427	Registered 01/09/97 Renewed: 9/26/01
Rogue Wave Software, Inc.	Singapore	ROGUE WAVE	Application No. T01/16365Z Registration No. T01/16365Z	Registered: 10/19/01
Rogue Wave Software, Inc.	Sweden	ROGUE WAVE	Registration No. 302,624	Registered 06/02/95 Received Renewal Certificate 9/27/05
Rogue Wave Software, Inc.	Switzerland	ROGUE WAVE	Registration No. 425,838	Registered 08/08/96
Rogue Wave Software, Inc.	Taiwan	ROGUE WAVE	Registration No. 00702,505	Registered 02/01/96 Renewal published: 3/16/06
Rogue Wave Software, Inc.	United Kingdom	ROGUE WAVE	Registration No. 1,585,966	Registered 08/04/95 Renewed: 8/13/01
Rogue Wave Software, Inc.	Argentina	ROGUE WAVE SOFTWARE and DESIGN	Application No. 2,320,939 Registration No. 1.876.564	Registered: 6/18/02
Rogue Wave Software, Inc.	Australia	ROGUE WAVE SOFTWARE and DESIGN	Application No. 861,060 Registration No. 861,060	Registered: 9/3/01

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Rogue Wave Software, Inc.	Brazil	ROGUE WAVE SOFTWARE and DESIGN	Application No. 823,484,963	Published 03/20/01 Status request sent to foreign counsel: 12/6/01 Status update sent 9/05 – response received 9/16/05 – major backlog still
Rogue Wave Software, Inc.	Canada	ROGUE WAVE SOFTWARE and DESIGN	Application No. 1,086,937 Registration No. TMA583465	Registered: 6/11/03
Rogue Wave Software, Inc.	Chile	ROGUE WAVE SOFTWARE and DESIGN	Application No. 512,008 Registration No. 605.546	Registered: 10/17/01
Rogue Wave Software, Inc.	China	ROGUE WAVE SOFTWARE and DESIGN	Application No. 2000 200280 Registration No. 1734237	Registered: 3/21/02
Rogue Wave Software, Inc.	ECTM	ROGUE WAVE SOFTWARE and DESIGN	Application No. 2,005,718 Registration No. 2005719	Registered: 5/16/02
Rogue Wave Software, Inc.	Germany	ROGUE WAVE SOFTWARE and DESIGN	Registration No. 300 92 234	Registered 03/21/01
Rogue Wave Software, Inc.	Great Britain	ROGUE WAVE SOFTWARE and DESIGN	Registration No. 2257339	Registered: 01/08/2001
Rogue Wave Software, Inc.	Hong Kong	ROGUE WAVE SOFTWARE and DESIGN	Application No. 2000 27325 Registration No. 200311479	Registered: 9/22/03 Confirmation from agent mark will be renewed: 6/30/06
Rogue Wave Software, Inc.	India	ROGUE WAVE SOFTWARE and DESIGN	Application No. 977,937	Approved for publication: 9/4/06

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Rogue Wave Software, Inc.	Israel	ROGUE WAVE SOFTWARE and DESIGN	Application No. 145,053 Registration No. 145053	Registered: 3/4/03
Rogue Wave Software, Inc.	Japan	ROGUE WAVE SOFTWARE and DESIGN	Application No. 2000-137045 Registration No. 4492099	Registered: 7/19/01
Rogue Wave Software, Inc.	Korea	ROGUE WAVE SOFTWARE and DESIGN	Application No. 2000-58185 Registration No. 536211	Registered: 12/18/02
Rogue Wave Software, Inc.	Mexico	ROGUE WAVE SOFTWARE and DESIGN	Application No. 464,144 Registration No. 705,609	Registered: 12/20/01
Rogue Wave Software, Inc.	New Zealand	ROGUE WAVE SOFTWARE and DESIGN	Application No. 629,298 Registration No. 629,298	Registered: 3/18/02
Rogue Wave Software, Inc.	Russia	ROGUE WAVE SOFTWARE and DESIGN	Application No. 2000732503 Registration No. 217712	Registered: 7/25/02
Rogue Wave Software, Inc.	Singapore	ROGUE WAVE SOFTWARE and DESIGN	Application No. 2000/21424B Registration No. Too/21424B	Registered: 6/20/00
Rogue Wave Software, Inc.	South Africa	ROGUE WAVE SOFTWARE and DESIGN	Application No. 2000/25215 Registration No.: 200/25215	Registered: 02/17/2006
Rogue Wave Software, Inc.	Sweden	ROGUE WAVE SOFTWARE and DESIGN	Application No. 00-09532 Registration No. 383182	Registered: 3/8/02
Rogue Wave Software, Inc.	Switzerland	ROGUE WAVE SOFTWARE and DESIGN	Application No. 14921/2000 Registration No. 486,146	Registration mailed: 8/7/01
Rogue Wave Software, Inc.	Taiwan	ROGUE WAVE SOFTWARE and DESIGN	Application No. 89,072,919 Registration No. 1002082	Registered: 6/16/02 Renewal published: 3/16/06

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Rogue Wave Software, Inc.	United Kingdom	ROGUE WAVE SOFTWARE and DESIGN	Application No. 2,257,339 Registration No. 2257339	Registered: 6/15/01
Rogue Wave Software, Inc.	U.S.	ROGUE WAVE SOFTWARE and DESIGN	Application No. 76/073,957 Registration No. 2,530,765	Registered: 1/15/02
Rogue Wave Software, Inc.	U.S.	SOURCEPRO	Application No. 76/233,380 Registration No. 2,636,987	Registered: 10/15/02
Rogue Wave Software, Inc.	U.S.	STINGRAY	Application No. 75/898,728 Registration No. 2,518,511	Registered: 12/11/01
Rogue Wave Software, Inc.	ECTM	STINGRAY	Application No. 1,763,994	Registered: 04/11/2005
Rogue Wave Software, Inc.	U.S.	STINGRAY and DESIGN	Application No. 75/898,731 Registration No. 2,518,512	Registered: 12/11/01
Rogue Wave Software, Inc.	U.S.	WAVE DESIGN 2	Application No. 76/073,958 Registration No. 2,548,397	Registered: 3/12/02

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

In the ordinary course of business, Grantors license (inbound and outbound) trademarks for use in conjunction with reseller, distributor and software license agreements