

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Serena Software, Inc.		04/21/2008	Delaware Corporation:
RECEIVING PARTY DATA			
Name:	Lehman Brothers Commercial Paper Inc.		
Street Address:	745 Seventh Avenue		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Corporation-State:		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	77305627	EMBRACE YOUR DEVELOPER SIDE	
Serial Number:	77305629	EMBRACE YOUR DEVELOPER SIDE	
Serial Number:	77278924	MASHUP COMPOSER	
Serial Number:	77278921	MASHUP EXCHANGE	
Serial Number:	77389459	MICROMARKET	
Serial Number:	77326441	PROTOTYPE COMPOSER	
Serial Number:	77305624	UNLEASH YOUR INNER DEVELOPER	
Serial Number:	77305621	UNLEASH YOUR INNER DEVELOPER	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8002210770		
Email:	kai.goodwin@contractor.thomson.com		
Correspondent Name:	Corporation Service Company		

CH \$215.00 77305627

900105543

TRADEMARK  
 REEL: 003770 FRAME: 0069

Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

551163

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

05/01/2008

Total Attachments: 5

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## **Trademark Security Agreement**

**Trademark Security Agreement**, dated as of April 21, 2008, by SERENA SOFTWARE, INC., a Delaware corporation, with offices located at 2755 Campus Dr. 3<sup>rd</sup> Floor, San Mateo, CA 94403, (the "Grantor"), in favor of LEHMAN BROTHERS COMMERCIAL PAPER INC., with offices at 745 Seventh Ave., 5<sup>th</sup> Floor, New York, NY 10019, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### **WITNESSETH:**

WHEREAS, the Grantor is party to a Security Agreement dated as of March 10, 2006 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

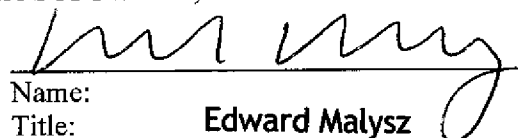
[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

SERENA SOFTWARE, INC.

By:



Name:

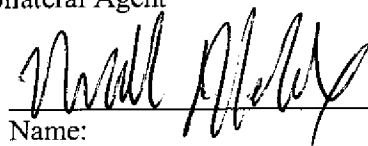
Title:

**Edward Malysz**  
**SVP & General Counsel**

Accepted and Agreed:

LEHMAN BROTHERS COMMERCIAL PAPER INC.,  
as Collateral Agent

By:

A handwritten signature in dark ink, appearing to read "Randall Braunfeld", is written over a horizontal line.

Name:

Title:

**RANDALL BRAUNFELD**  
**AUTHORIZED SIGNATORY**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

U.S. trademark registration application filed by Borrower since April 30, 2007:

<b>Mark</b>	<b>App. No.</b>	<b>Filing Date</b>
Embrace Your Developer Side	77/305,627 (class 09),	Oct 16, 2007
Embrace Your Developer Side	77/305,629 (class 42)	Oct 16, 2007
Mashup Composer	77/278,924	Sep 13, 2007
Mashup Exchange	77/278,921	Sep. 13, 2007
MicroMarket	77/389,459	Feb 5, 2008
Prototype Composer	77/326,441	Nov. 9, 2007
Unleash Your Inner Developer	77/305,624 (class 42)	Oct. 16, 2007
Unleash Your Inner Developer	77/305,621 (class 9)	Oct. 16, 2007